

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF OHIO  
CASE NO. 1:10-cv-00564-MRB

LEXMARK INTERNATIONAL, INC.  
Plaintiff

v.

INK TECHNOLOGIES PRINTER SUPPLIES, LLC  
*et al*  
Defendants

**STIPULATED PERMANENT INJUNCTION, CONSENT JUDGMENT, AND  
DISMISSAL WITH PREJUDICE**

This matter is before the Court on the stipulated motion of Plaintiff, Lexmark International, Inc. ("Lexmark") and John Doe Defendant All Color Imaging, 570 W. Lambert Rd., Unit K, Brea, CA 92821 ("ACI"), for entry of Stipulated Permanent Injunction, Consent Judgment and Dismissal With Prejudice, having agreed to a compromise and settlement of this action.

**IT IS HEREBY FOUND, ORDERED, ADJUDGED WITH CONSENT OF  
THE PARTIES** that:

1. Lexmark is in the business of developing, manufacturing and selling laser printers and toner cartridges—including corresponding versions thereof made by Lexmark under private label for Dell, IBM, Toshiba, Nashuatec, Unisys, and Source Technologies, including toner cartridges for Lexmark's T420; T520/522; T610/612/614/616; T620/622; T630/632/634; T640/642/644; E120; E220; E230/232/234/238/240; E320/322; E321/323; E330/332; E340/342; and

E250/350/352/450 laser printers as well as the private-label versions thereof (collectively, “the Toner Cartridges”).

2. Lexmark owns and has standing to sue for infringement of United States Patent Nos. 5,337,032; 5,634,169; 5,758,231; 5,758,233; 5,768,661; 5,802,432; 5,875,378; 5,995,772; 6,009,291; 6,078,771; 6,397,015; 6,459,876; 6,487,383; 6,496,662; 6,678,489; 6,816,692; 6,871,031; 6,879,792; 7,139,510; 7,233,760; and 7,305,204 (the “Lexmark Patents”).

3. ACI, its parent, divisions, subsidiaries, affiliates, successors and assigns and its directors, officers, and employees, or any of them is in the business, among other things, of importing and/or selling remanufactured Toner Cartridges in which rights in the Lexmark Patent rights were not exhausted, compatible versions of the Toner Cartridges, and/or clones of the Toner Cartridges (collectively, “the Accused Cartridges”).

4. The Lexmark Patents are valid and enforceable against ACI.

5. The following table identifies the patent claims of the Lexmark Patents that are satisfied literally by the Toner Cartridges and the Accused Cartridges:

Patent	Toner Cartridges / Accused Cartridges					
	E120	E23X/E24X/ E33X/E34X	E25X/ E35X/E45X	T52X/T61X/ T62X/T63X/T64X	E320/22	E220 and E321/23
5,337,032				1,5,6		
5,634,169				1-3,32-34, 36, 42	32,36,42	32,36,42
5,758,231		1-16	1-16		1-16	1-16
5,758,233				1-4		
5,768,661				1,2,3,6		
5,802,432				1-3, 7-9		
5,875,378				1-3,12-14,24		
5,995,772				1-3,5,7-9, 12,14-18,20,21	14,15,22, 32-34	14,15,22, 32-34
6,009,291	1-2	1-2	1-2	1-2		

Patent	Toner Cartridges / Accused Cartridges					
	E120	E23X/E24X/ E33X/E34X	E25X/ E35X/E45X	T52X/T61X/ T62X/T63X/T64X	E320/22	E220 and E321/23
6,078,771	1,5,6,10, 12,13,15	1,5,6,10, 12,13,15	1,5,6,10, 12,13,15	1,2,5,6,10, 12,13,15		
6,397,015				1-4,7-12, 14-19,22-24	1,2,4, 9,17,19	1,2,4, 9,17,19
6,459,876				1-28		
6,487,383	1,2,6, 10,15,19	1,2,6, 10,15,19	1,2,6, 10,15,19	1,2,6,10, 11,15,19	19	19
6,496,662		1,3,5,7	1,3,5,7			
6,678,489		5-6	5-6			
6,816,692	1-13	1-13	1-13			
6,871,031		1-6,8-12	1-6,8-12			
6,879,792		1-11	1-11			
7,139,510		1-10	1-10			
7,233,760	11,12,14	11,12,14	11,12,14			
7,305,204		1-20	1-8,10-13			

6. The importation, use, remanufacture, manufacture, offer to sell or sale by anyone other than Lexmark of any Toner Cartridge that was originally sold outside the United States constitutes an infringement the above-identified claims in the Lexmark Patents.

7. The importation, use, remanufacture, manufacture, offer to sell or sale by anyone other than Lexmark of any Toner Cartridge in the United States under which Lexmark's Patent rights were not exhausted constitutes an infringement the above-identified claims in the Lexmark Patents.

8. Except for any cartridge in which Lexmark's Patent rights have been exhausted, this Court permanently enjoins ACI as well as those persons or companies in active concert or participation with ACI who receive actual notice of the order by personal service or otherwise from making, using, selling, offering for sale or importing

into the United States Accused Cartridges that infringe any of the above-identified patent claims or are not colorably different from the Accused Cartridges.

9. Nothing herein limits or shall be construed to limit in any way ACI's activities with respect to toner cartridges in which Lexmark's patent rights have been exhausted. Further, nothing herein limits or shall be construed to limit in any way ACI's activities with respect to any Lexmark Patents that have expired, lapsed, are no longer enforceable, or have found to be invalid by a court of competent jurisdiction.

10. ACI represents and warrants that it has disclosed to Lexmark the quantity and type of all Accused Cartridges that it imported into the United States.

11. ACI consents to personal jurisdiction by this Court, consents to venue in this District, and waives services of process for this action.

12. This Court retains jurisdiction over Lexmark and ACI to the extent necessary to enforce the terms of this Stipulated Permanent Injunction, Consent Judgment, and Dismissal With Prejudice and the agreement between the parties.

13. This Stipulated Permanent Injunction, Consent Judgment, and Dismissal With Prejudice shall be binding upon and shall inure to the benefit of Lexmark and ACI as well as each of its respective subsidiaries, corporate parents, affiliates, and/or successors and assigns.

14. All claims between Lexmark and ACI are hereby dismissed with prejudice, with each party to bear its own costs and attorneys' fees.

Dated: July 30, 2012

By: s/ Michael R. Barrett

United States District Court Judge

HAVING BEEN SEEN AND AGREED TO ON JULY 30<sup>th</sup>, 2012:

By:



P. Douglas Barr (Ohio Bar No. 20868)  
Steven B. Loy  
Anthony J. Phelps  
STOLL KEENON OGDEN PLLC  
300 West Vine Street, Suite 2100  
Lexington, KY 40507  
Telephone: (859) 231-3000  
Facsimile: (859) 253-1093



Benny Adeva  
All Color Imaging  
570 W. Lambert Rd., Unit K  
Brea, CA 92821

William J. Hunter, Jr.  
STOLL KEENON OGDEN PLLC  
2000 PNC Plaza  
500 West Jefferson Street  
Louisville, KY 40202  
Telephone: (502) 333-6000  
Facsimile: (502) 333-6099

Timothy C. Meece  
V. Bryan Medlock  
Matthew P. Becker  
Jason S. Shull  
BANNER & WITCOFF LTD.  
10 South Wacker Drive, Suite 3000  
Chicago, Illinois 60606  
Telephone: (312) 463-5000

*Attorneys for Plaintiff,  
Lexmark International, Inc.*